

Exhibit C (2 of 2)

The McGraw-Hill Companies, Inc. Employee Welfare Benefit Plan

If You Are on a Parental Leave

A Parental Leave is an approved leave of absence because of:

- your pregnancy;
- the birth of your child;
- your adoption of a child; or
- caring for your child after birth or adoption.

In any of the preceding cases, you can receive up to 501 hours of Continuous Service credit, counted in either the year the leave begins or the following year.

If You Are on Another Type of Approved Unpaid Leave of Absence

If you are on a Family and Medical Leave (an “*FMLA*”) or other Leave of Absence, you will be credited with the hours toward Continuous Service that you would have received, if you had not been on the Leave of Absence. If those hours cannot be determined, you will receive credit for eight hours each normal workday of your absence.

A *FMLA* is a leave of absence permitted under the Family and Medical Leave Act of 1993, as amended, and the applicable rules and regulations.

A Leave of Absence means an absence from work that has been approved by the Company on a uniform and nondiscriminatory basis to similarly situated employees and that is not a Disability Leave, *FMLA*, Parental Leave, or Military Leave.

If you are on an unpaid Leave of Absence or *FMLA*, you will not be permitted to make tax-deferred contributions, catch-up contributions, or after-tax contributions and will not receive employer matching contributions until you return to work with the Company.

Your Plan Account will continue to be credited with earnings (or losses) during your Leave of Absence or *FMLA*. If you decide not to return to work with the Company, you may elect to receive your Plan Account, roll it over into another plan or leave it in the Plan in accordance with the section of this SPD entitled “**Distribution Options Upon Termination of Employment**” on page 27.

Other Important Plan Information

This section of the SPD provides important information about the Plan, including certain federal laws and your rights under the Plan.

If Your Job Status Changes or You Transfer

The following rules apply if your job status changes to or from a position that qualifies you as an Eligible Employee under the Plan:

- Your change in job status will not trigger a distribution from the Plan; payments can be made only after your employment with the Company and its Affiliates terminates.

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- If you become an ineligible employee, for example, by transferring to an Affiliate, you will no longer be able to make contributions to the Plan or have contributions made to the Plan on your behalf by the Company while you are an ineligible employee.
- If you transfer to or from a subsidiary of McGraw-Hill that has adopted the Plan so that you always remain an Eligible Employee, your participation in the Plan will be unaffected by such transfer.

If You Formerly Participated in Another Plan

If you formerly participated in a plan that has been merged into the Plan, you and your beneficiary may have rights that apply to the portion of your Plan Account attributable to that prior plan. Some of these rights are summarized below. Contact The McGraw-Hill Companies Retirement Center at 1-866-477-6820 for additional information regarding these prior plans.

Participants Formerly Employed by J.J. Kenny Co., Inc.

If you formerly participated in the Kenny Plan:

- You may elect to receive the portion of your Plan Account attributable to contributions made to the Kenny Plan in one of the following forms:
 - A single lump sum;
 - A single life annuity providing equal payments for your life;
 - A joint and survivor annuity providing equal payments for your life, with a survivor annuity for the life of your designated joint annuitant. You may designate the survivor annuity to be 50%, 75% or 100% of the amount payable prior to your death.
- If you have a Spouse as of the date of your first payment, the portion of your Plan Account attributable to contributions made to the Kenny Plan will be distributed as a joint and survivor annuity providing equal payments for your life, with a survivor annuity for the life of your Spouse that is one-half the amount of the annuity payable during your life. However, you may elect another form of distribution with the written consent of your Spouse.
- If, with the consent of your Spouse, you elect a form of payment other than a joint and survivor annuity, and you die before payment commences, your election will be ineffective and the portion of your Plan Account attributable to contributions made to the Kenny Plan will be paid in a joint and survivor annuity to your Spouse.

Participants Formerly Employed by Grow Network/McGraw-Hill ("*Grow Network*")

If you formerly participated in the Grow Network/McGraw-Hill 401(k) Profit Sharing Plan and Trust (the "*Grow Plan*"):

- You will receive Continuous Service credit for your prior service with Grow Network for purposes of vesting and eligibility under the Plan.
- If you die before the portion of your Plan Account attributable to the assets from the Grow Plan (the "*Grow Account*") is distributed to you, your Grow Account will be distributed in a single lump sum to your beneficiary.

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- If your beneficiary is your surviving Spouse, such distribution must be made by the later of (i) December 31 of the calendar year following the calendar year of your death and (ii) December 31 of the calendar year in which you would have attained age 70½.
- If your beneficiary is anyone other than your surviving Spouse, such distribution must be made by December 31 of the calendar year of the fifth anniversary of your death.
- If you are eligible to participate in the Plan and to have profit sharing contributions credited to your Plan Account, you will be 100% vested in all future profit sharing contributions.

Participants Formerly Employed by Capital IQ, Inc. ("Capital")

If you formerly participated in the Capital IQ, Inc. 401(k) Profit Sharing Plan and Trust (the "**Capital Plan**"):

- You will receive Continuous Service credit for your prior service with Capital for purposes of vesting and eligibility under the Plan;
- If you die before the portion of your Plan Account attributable to the assets from the Capital Plan (the "**Capital Account**") is distributed to you, the entire interest of your Capital Account will be distributed in a single lump sum to your designated beneficiary.
 - If your beneficiary is your surviving Spouse, such distribution must be made by the later of (i) December 31 of the calendar year following the calendar year of your death and (ii) December 31 of the calendar year in which you would have attained age 70½.
 - If your beneficiary is anyone other than your surviving Spouse, such distribution must be made by December 31 of the calendar year of the fifth anniversary of your death.

Participants Formerly Employed by Vista Research, Inc. ("Vista")

If you formerly participated in the Ambrose Multiple Employer Retirement Savings Plan (the "**Ambrose Plan**"):

- You will receive Continuous Service credit for your prior service with Vista for purposes of vesting and eligibility under the Plan;
- If you die before the portion of your Plan Account attributable to the assets from the Ambrose Plan (the "**Ambrose Account**") is distributed to you, your Ambrose Account will be distributed in a single lump sum to your designated beneficiary.
 - If your beneficiary is your surviving Spouse, such distribution must be made by the later of (i) December 31 of the calendar year following the calendar year of your death and (ii) December 31 of the calendar year in which you would have attained age 70½.
 - If your beneficiary is anyone other than your surviving Spouse, such distribution must be made by December 31 of the calendar year of the fifth anniversary of your death.

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Participants Formerly Employed by J.D. Powers & Associates ("JDPA")

If you formerly participated in the J.D. Powers and Associates 401(k) Profit Sharing Plan (the "**JDPA Plan**"):

- You will receive Continuous Service credit for your prior service with JDPA for purposes of vesting and eligibility under the Plan.
- If you received any profit sharing contributions under the JDPA Plan, these contributions are 100% vested.

Top-Heavy Rules

Under current tax law, if a plan provides more than 60% of its benefits to "key" employees, that plan is considered to be "top heavy." Both "top-heavy" and "key" employees are terms defined in the Internal Revenue Code.

In the unlikely event that the Plan becomes top-heavy, you will be notified, your contributions may be adjusted, and your vesting may be accelerated to keep the Plan qualified under IRS regulations.

Nondiscrimination Rules

The Plan must comply with rules that provide that the Plan must not discriminate in favor of highly compensated employees with respect to coverage, contributions and other benefits, rights and features. Each year, the Plan must satisfy an average deferral percentage (ADP) test which provides that the tax-deferred contributions made by highly compensated employees (as a percentage of earnings) is not excessive when compared to the tax-deferred contributions made by non-highly compensated employees. Similarly, the Plan must satisfy an average contribution percentage (ACP) test which provides that the after-tax contributions and employer matching contributions made on behalf of highly compensated employees (as a percentage of pay) is not excessive when compared to the after-tax contributions and employer matching contributions made on behalf of non-highly compensated employees. If the Plan does not satisfy these tests, it may return excess deferrals or contributions to highly compensated employees or it may make additional contributions to non-highly compensated employees.

Currently, the Plan is a "safe-harbor plan" for purposes of satisfying the ADP test and the ACP test. Because it is a safe-harbor plan, the Plan will satisfy the ADP test for tax-deferred contributions and the ACP test for matching contributions by making the following matching contributions under the Plan on your behalf:

- 100% of your tax-deferred contributions up to 3% of Eligible Pay; and
- 50% of your tax-deferred contributions of the next 3% of Eligible Pay.

By making these matching contributions, the Company will be entitled to rely on a contribution safe harbor that is permitted by the Internal Revenue Code. The safe harbor on which the Company intends to rely is included in sections 401(k)(12)(B), 401(k)(12)(D) and 401(m)(11) of the Internal Revenue Code. Accordingly, while the Company relies on a contribution safe harbor, it will not need to perform the ADP test for tax-deferred contributions and the ACP test for matching contributions. During the last quarter of each year, you will receive a notice from the Plan Administrator that provides additional information regarding this safe harbor and how it will apply to the Plan in the following year.

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Continuance of the Plan

Although the Company intends to continue the Plan indefinitely, the Company has the right to amend, modify, suspend or terminate the Plan at any time and for any reason.

If the Plan continues but all contributions cease, all necessary provisions of the Plan (other than those relating to contributions) remain in effect. In addition, the trust provisions remain in existence. The Trustee and the Plan Administrator will hold, administer, and distribute all Plan assets according to the terms of the Plan and trust agreement.

If the Plan is terminated completely, all amounts credited to your Plan Account are non-forfeitable and you are entitled to receive the amount credited to your Plan Account. At its discretion, the Plan Administrator may authorize payment of this amount in cash or in the assets held in the Plan trust. The Company does not guarantee the continuation of any benefit during employment, or at or during retirement, nor does it guarantee any specific level of benefits or contributions.

Source of Benefits

Your benefits under the Plan are related to the contributions credited to your Plan Account and the investment performance of the investment options in which your Plan Account is invested.

Your benefits are not insured by the Pension Benefit Guarantee Corporation, which insures certain types of benefits under defined benefit pension plans.

Restrictions on Payments

Your Plan benefits are intended to provide retirement income to you and your beneficiary. You or your beneficiary cannot assign, transfer, or pledge the benefits payable to you to another person. However, your Plan Account will be paid according to a QDRO.

A QDRO is an order from a state court that meets certain legal specifications and directs the Plan Administrator to pay all or a portion of a participant's Plan benefits to a Spouse, former Spouse, child or other dependent. A QDRO is issued pursuant to a divorce or marital separation.

You will be notified if an attempt is made to assign all or a portion of your Plan Account through a QDRO. In addition, your Plan Account will be charged a processing fee of \$1,200 for any QDRO. For more information or for a copy of the procedures governing QDROs (provided at no charge), please contact The McGraw-Hill Companies Retirement Center toll-free at 1-866-477-6820 or online at www.resources.hewitt.com/mcgraw-hill.

In addition, if you commit a crime against the Plan or you breach a fiduciary duty to the Plan, a court may order, or a legal settlement between you and a government agency may provide, that all or a portion of your Plan Account will be paid to the Plan.

Not a Contract of Employment

Neither the Plan nor this SPD creates an employment contract or any type of employment guarantee.

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When Participation Ends

Your participation in the Plan will end when you receive your entire Plan Account balance. If the Plan is terminated, all distributions and withdrawals will be made in accordance with the terms of the Plan in effect on the date of the Plan termination. Please refer to the section of this SPD entitled "Continuance of the Plan" on this page 35 for additional information.

How Taxes Affect Your Benefit

Your Contributions

Contributions to your tax-deferred sub-account are deducted from your paycheck on a pre-tax basis—that is, before federal and most state income taxes are withheld. This reduces your income taxes during the year in which you make your contributions. However, your Social Security tax withholding will be determined based on earnings including these contributions. Your Social Security benefits are not affected by your participation in the Plan. And, although your pay is reduced for income tax purposes when you make tax-deferred contributions, these contributions do not reduce your other pay-related benefits, such as life insurance. You will not have to pay income taxes on your tax-deferred contributions and their earnings, employer matching contributions and their earnings and profit sharing contributions and their earnings until you receive a Plan distribution.

Contributions to your after-tax sub-account are deducted from your paycheck on a post-tax basis, meaning they are subject to current federal and state income taxes at that time. Later, when after-tax contributions are distributed to you, you will not be taxed on these contributions. You will, however, be taxed on the earnings on these contributions at the time of distribution.

Tax on Distributions and Withdrawals

When you or your beneficiary receive a distribution from the Plan, you or your beneficiary are responsible for paying applicable federal, state and local income taxes.

Any taxable portion of your Plan Account that you receive as a lump sum payment (except a hardship withdrawal) will be subject to a mandatory 20% federal income tax withholding, unless you elect to rollover the payment to an IRA. Your hardship withdrawal will be subject to a 10% federal income tax withholding, unless you elect no withholding. State and local income tax withholding may also apply.

In addition to ordinary income taxes, if you receive a payment before you reach age 59½, then you may have to pay an extra federal excise tax equal to 10% of the taxable portion of the payment. The additional 10% federal excise tax generally does not apply to (i) payments that are paid after you terminate employment with the Company and its Affiliates if you terminate during or after the year you reach age 55, and (ii) payments that are paid because you terminate employment with the Company and its Affiliates due to disability (as defined in the Internal Revenue Code).

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Eligible Rollover Distributions

You (or in some cases your beneficiary) can defer paying taxes if your lump sum payment from your Plan Account is rolled over or transferred directly to a tax-qualified plan of another employer, 403(b) Plan, 457 Plan or a traditional individual retirement account (IRA). A qualified plan is a plan sponsored by your employer that meets certain IRS requirements and is therefore subject to special tax rules. You (or in some cases your beneficiary) may also defer paying taxes if you roll over your lump-sum distribution to a 403(b) plan (which is generally sponsored by a tax-exempt entity) or a 457 plan (which is generally sponsored by a state or local government), as long as that plan chooses to accept your rollover. You may elect either a direct rollover (in which the distribution is transferred directly to the recipient plan or IRA) or you may roll over the distribution within 60 days of receiving it from the Plan. Please also note that if you receive a hardship withdrawal, you will not be allowed to rollover your withdrawal.

Note that you may rollover all, or a portion of, your Plan Account to a Roth IRA, if you meet the income restrictions in effect through 2009. A rollover to a Roth IRA will not defer taxes on the amount of the rollover. However, when you take a distribution from the Roth IRA, the earnings on the amount rolled over from the Plan will not be taxed, as long as you are at least 59½ and the Roth IRA account is at least five years old. It is not the responsibility of the Plan Administrator to determine if you are eligible to make a rollover to a Roth IRA.

Lump sum distributions to your Spouse or to a spousal alternate payee are also eligible for a direct rollover or a 60-day rollover. Distributions to a non-Spouse beneficiary may be rolled over using the direct rollover method only and are subject to special rules.

Special Rules for Stock Distributions

You should be aware that distributions of McGraw-Hill stock following your termination of employment from the Company and its Affiliates may have special tax treatment. If your distribution qualifies as a "lump sum distribution" under the Internal Revenue Code as in effect on January 1, 2008, you may elect the following special tax treatment:

- At the time of distribution, you will be taxed only on the "cost basis" you have in the McGraw-Hill stock (this is the amount paid for the stock at the time it was purchased for your Plan Account) and only to the extent it does not exceed the current market value of the stock;
- When you later sell the McGraw-Hill stock, you will receive long term capital gains treatment for the difference between the market value of the stock (at the time of distribution) and the cost basis. Long term capital gains may be taxed at lower tax rates than ordinary income tax rates.
- Any appreciation in the stock after the date of distribution to you will receive either short or long term (held for at least one year) capital gains treatment, depending upon how long you continue to hold the stock after its distribution from the Plan to you.

Normally, any distribution of McGraw-Hill stock while you are still employed will be taxed as ordinary income and will not be eligible for the above special treatment.

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Additional Information

You (or, in the event of your death, your beneficiary) will receive more detailed information about the tax laws affecting your benefits before you are scheduled to receive a distribution or withdrawal. The effect of taxes described in this section is based on the Internal Revenue Code as in effect on January 1, 2008. However, tax laws change from time to time, and the tax impact of receiving payments from the Plan will also vary with your individual situation.

You will receive a Special Tax Notice Regarding Plan Payments in your benefit election materials. You are responsible for understanding and planning for the tax implications of any distribution. It is recommended that you read the Special Tax Notice Regarding Plan Payments and/or consult with your financial/tax advisor before electing how your Plan Account will be distributed.

Please consult your personal financial advisor for more information about tax implications before taking any distribution or withdrawal from the Plan or rolling any amount to another plan or to an IRA (including a Roth IRA).

How to Apply for Benefits

To receive benefits from the Plan, you should go on-line or contact the McGraw-Hill Companies Retirement Center toll-free at 1-866-477-6820. You can generally expect to receive your distribution within two weeks, but not before you terminate employment with the Company.

If your application for benefits is denied, you have certain rights under the law. The claims review and appeal procedures are described in the section of this SPD entitled "**Claim and Appeal Procedures**" on this page 38. For more information, see the "**Your Rights Under ERISA**" on page 43.

Claim and Appeal Procedures

Claims Procedure

You, your beneficiaries after your death or any individual duly authorized by you have the right under ERISA and the Plan to file a written claim for benefits under the Plan by writing to the Plan Administrator at the address provided in the section of this SPD entitled "**Administrative Information**" on page 40. You, your beneficiaries after your death or your authorized representatives are referred to as the "**Claimant**."

Under ERISA, a claim is a request for benefits under a plan. Under the Plan, a casual inquiry regarding eligibility requirements or a casual inquiry about Plan benefits is not treated as a claim and is not subject to these claim and appeal procedures.

If the Plan Administrator denies the Claimant's claim in whole or in part, the Claimant will be notified in writing, ordinarily, within 90 days after the claim is filed. However, this deadline may be extended for up to an additional 90 days because of special circumstances. If an extension to this deadline is required, you will be notified in writing in advance of the original deadline of the reasons for the delay. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render the benefit determination.

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The notification of your claim denial will include:

- the reason for the denial;
- the specific Plan provisions on which the denial was based;
- a description of any additional information needed to process your claim;
- an explanation of the claim review procedure;
- a statement of the time limitations applicable to the claims procedures; and
- a statement of the Claimant's right to bring a civil action under Section 502(d) of ERISA if the claim is appealed and the appeal is fully or partially denied.

Appeals Procedure

If the claim for benefits is denied, the Claimant has the right to appeal the adverse decision. To do so, the Claimant must submit, within 60 days following the receipt of the notice of denial, a written appeal to the Appeals Reviewer at the address provided in the section of this SPD entitled "**Administrative Information**" on page 40. If possible, the Claimant should include with the appeal any documents or records that support the Claimant's appeal.

A Claimant who fails to submit a written appeal request to the Appeals Reviewer within the 60-day period will have no further right to appeal and will not be permitted to file a claim under Section 502(a) of ERISA.

The Claimant has the right to:

- review pertinent Plan documents;
- obtain, upon request and at no charge, reasonable access to and copies of all documents, records and other information relevant to the Claimant's claim; and
- submit written comments, documents, records and other information supporting the Claimant's position.

The review will take into account all comments, documents, records, and other information the Claimant submitted, without regard to whether such information was submitted or considered in the initial claim determination. In addition, the Appeals Reviewer will follow reasonable procedures to verify that its benefit determination is made in accordance with the applicable Plan documents and the applicable provisions of such documents are applied to the Claimant in a manner consistent with how such provisions have been applied to other similarly situated Claimants.

Generally, the Claimant will receive a written decision on the appeal within 60 days of receipt of the appeal by the Appeals Reviewer, unless the Appeals Reviewer determines that special circumstances require an extension of time of up to an additional 60 days for processing the claim. If the Appeals Reviewer determines that an extension of time for processing is required, written notice of the extension will be furnished to the Claimant prior to the termination of the initial 60-day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Appeals Reviewer expects to render the determination on review.

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If the decision of the Appeals Reviewer is adverse, the notice of decision on appeal will give specific reasons for the decision and contain references to the Plan provisions on which the decision is based. The notice will provide a statement that the Claimant has the right to obtain, upon request and at no charge, reasonable access to and copies of all documents, records and other information relevant to the Claimant's claim and also a statement describing the Claimant's right to bring a civil action under Section 502(a) of ERISA if the Claimant's appeal is denied.

Judicial Review

The Claimant must timely pursue all of the claim and appeal rights described above before seeking any other legal recourse regarding claims for benefits. The Claimant may not bring any action at law or in equity to recover benefits unless and until the appeal rights described above have been exercised and the benefits requested in such appeal have been denied in whole or in part (or there is any other adverse benefit determination). If the Claimant wishes to seek judicial review of any adverse benefit determination, the Claimant must file a civil action under Section 502(a) of ERISA within one year after the date on which all administrative remedies are exhausted—that is, by the later of the date on which an adverse determination on review is issued or the last day on which a final decision should have been issued—or the Claimant will be forever prohibited from commencing such action. If any such judicial proceeding is undertaken, the evidence presented will be strictly limited to evidence timely presented to the Appeals Reviewer.

Other Important Plan Information

The remainder of the SPD provides important information about the Plan, including certain federal laws and your rights under the Plan.

Administrative Information

Name of Plan

The 401(k) Savings and Profit Sharing Plan of The McGraw-Hill Companies, Inc. and Its Subsidiaries

Type of Plan

The Plan is a defined contribution profit sharing and 401(k) plan.

Plan Number

The number assigned to the Plan for government filing purposes is: #002

Plan Year

The Plan Year, which is the calendar year, is used for purposes of maintaining the Plan's records.

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Plan Sponsor

The McGraw-Hill Companies, Inc.
1221 Avenue of the Americas
New York, NY 10020-1095
1-212-512-2000

Employer Identification Number

The Internal Revenue Service has assigned the Employer Identification Number (EIN) 13 1026995 to the Company. If you need to correspond with a government agency about a Company benefit plan, use this number along with the Plan name and the Company's name.

Type of Administration

The Plan Sponsor has established a trust to receive and manage its contributions to the Plan. The Trustee will administer all of the assets of the Plan until your retirement, termination of employment, or death. When any of these events occur, the Trustee will distribute your benefit in accordance with the Plan's provisions.

Plan Trustee

The name and address of the Trustee is:

The Northern Trust Company
50 South LaSalle Street
Chicago, IL 60675

Plan Administrator

The Plan Administrator is:

Vice President, Employee Benefits
The McGraw-Hill Companies, Inc.
1221 Avenue of the Americas
New York, NY 10020-1095
1-212-512-2000

The Plan Administrator has responsibility for the interpretation and construction of the Plan and final authority with respect to operation and administration of the Plan, including the day-to-day responsibility for its operation and administration and determinations regarding claims for benefits. The Plan Administrator has the power and the duty to take all actions and to make all decisions necessary or proper to carry out its responsibilities, powers and duties under the Plan. All determinations of the Plan Administrator as to any question involving its responsibilities, powers and duties under the Plan, including, without limitation, interpretation of the Plan, or as to any discretionary actions to be taken under the Plan, are solely at the discretion of the Plan Administrator and shall be final, conclusive and binding on all persons claiming to have any right or interest in or under the Plan.

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In addition to any implied powers and duties, the specific powers and duties of the Plan Administrator include the power and duty to:

- make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan;
- construe and interpret the terms and provisions of the Plan and all documents which relate to the Plan, and to decide any and all matters arising under the Plan, including the right to remedy possible ambiguities, inconsistencies or omissions;
- determine the eligibility for benefits under the Plan by investigation and review of the facts or otherwise;
- investigate and make factual or other determinations with regard to any matter related to the Plan; and
- review benefit claims and approve or deny any benefit claim, as described in the section of this SPD entitled "**Claim and Appeal Procedures**" on page 38.

The Plan Administrator may delegate duties and responsibilities as it deems appropriate to facilitate the day-to-day administration of the Plan and, unless the Plan Administrator expressly provides to the contrary, any such delegation will carry with it the Plan Administrator's full discretionary authority to accomplish the delegation. By participating in the Plan, you accept the Plan Administrator's authority.

Appeals Reviewer

The Appeals Reviewer is:

Appeals Reviewer
c/o Executive Vice President, Human Resources
The McGraw-Hill Companies, Inc.
1221 Avenue of the Americas
New York, NY 10020-1095
1-212-512-2000

With respect to an appeal of a denied claim for benefits, the Appeals Reviewer has responsibility for deciding appeals. To carry out its responsibility, the Appeals Reviewer has the authority to:

- construe and interpret the terms and provisions of the Plan and all documents which relate to the Plan, and to decide any and all matters arising under the Plan, including the right to remedy possible ambiguities, inconsistencies or omissions;
- determine the eligibility for benefits under the Plan by investigation and review of the facts or otherwise; and
- investigate and make factual or other determinations with regard to any matter related to the Plan.

The Appeals Reviewer has the power and duty to take all actions and to make all decisions necessary or proper to carry out its responsibilities, powers and duties under the Plan. All determinations of the Appeals Reviewer as to any question involving its responsibilities, powers and duties under the Plan, including, without limitation, interpretation of the Plan, or as to any discretionary actions to be taken under the Plan, are solely at the discretion of the Appeals Reviewer and shall be final, conclusive and binding on all persons claiming to have any right or interest in or under the Plan.

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Legal Process

The agent for service of legal process is:

General Counsel
The McGraw-Hill Companies, Inc.
1221 Avenue of the Americas
New York, NY 10020-1095
1-212-512-2000

Service of legal process may also be made upon the Plan Administrator or the Trustee.

Plan Expenses

Unless paid by the Company, the costs of administering the Plan (for example, record keeping and trustee fees) are paid from the assets of the Plan, to the extent permitted by ERISA. Generally, administrative expenses and expenses attributable to the management and investment of the investment funds in the Plan are charged pro rata against each of the respective investment funds.

Certain expenses are charged directly to your Plan Account. Please refer to the sections of this SPD entitled “**Restrictions on Payments**” on page 35 and “**Changing Your Investments**” on page 18, and the “Fund Information” section of *Your Benefits Resources*™ for further information on the Plan expenses charged to your Plan Account. Additional information about fees and expenses is available from the Plan record keeper or the Plan Administrator. Additional information about investment management fees is included in the information describing each investment fund.

Your Rights Under ERISA

As a Plan participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

Receive Information About Your Plan and Benefits

ERISA provides that all Plan participants are entitled to the following:

- Examine, without charge, at the Plan Administrator’s office and at other specified locations (such as worksites) all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan Administrator with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (“*EBSA*”). These documents are available at The Retirement Center of the McGraw-Hill Companies or at your own work location upon written request to the Plan Administrator.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, copies of the latest annual report (Form 5500 Series) and an updated SPD. The Plan Administrator may charge you a reasonable fee for the copies.

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- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive Plan benefits at normal retirement age and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to Plan benefits, the statement will tell you how many more years you have to work to receive a right to Plan benefits. You must request the statement in writing and the Plan Administrator is not required to provide such a statement more than once every 12 months. The Plan Administrator must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a plan benefit is denied or ignored, in whole or in part, you must receive a written explanation of the reason for the denial and have a right to obtain without charge copies of documents relating to the decision. You also have the right to have the Plan review and reconsider your claim, as described in the section of this SPD entitled "**How to Apply for Benefits**" on page 38.

Under ERISA, you can take steps to enforce these rights. For instance, if you request materials (e.g., a copy of a Plan document or the latest annual report from the Plan) and do not receive them within 30 days, you may file a lawsuit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file a lawsuit in a state or federal court, subject to the time limit described in the Judicial Review section. In addition, if you disagree with the Appeal Reviewer's decision or lack thereof concerning the qualified status of a domestic relations order, you may file a lawsuit in federal court. If the Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file a lawsuit in a federal court. The court will decide who should pay court costs and legal fees. If your lawsuit is successful, the court may order the person you have sued to pay these costs and fees. However, if your lawsuit is unsuccessful – because, for example, the court finds your claim frivolous – the court may order you to pay these costs and fees on your own.

The McGraw-Hill Companies, Inc. Employee Welfare Benefit Plan

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining materials from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the following:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue N.W., Room 5N625
Washington D.C. 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration (1-866-444-3272) or via the internet at www.dol.gov/ebsa.

Plan Prospectus

The McGraw-Hill Companies, Inc.

2,850,000 Shares of Common Stock are allocated to the Plan.

The McGraw-Hill Companies, Inc.
1221 Avenue of the Americas
New York, NY 10020-1095
1-212-512-2000

\$1.00 Par Value, and Interests in The 401(k) Savings and Profit Sharing Plan of The McGraw-Hill Companies, Inc. and Its Subsidiaries.

Common Stock of the Company offered under the Plan consists of shares that may be purchased in the open market through an independent agent.

The date of this Prospectus is January 1, 2008.

Incorporation of Certain Documents by Reference

The Company files annual, quarterly and special reports, proxy statements and other information with the Securities and Exchange Commission ("**SEC**"). You may read and copy any document the Company files at the SEC's public reference rooms in Washington, D.C., New York, New York and Chicago, Illinois. Please call the SEC at 1-800-SEC-0330 for further information on the public reference rooms. The Company's SEC filings are also available to the public from the SEC's website at <http://www.sec.gov>.

The McGraw-Hill Companies, Inc. Employee Welfare Benefit Plan

The SEC allows the Company to “incorporate by reference” the documents it files with them, which means that the Company can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part of this Prospectus, and the information that the Company will file later with the SEC will automatically update and supersede this information. On July 8, 2005, the Company filed a registration statement in accordance with SEC Form S-8, Part II with respect to shares of Company stock deliverable under the Plan, which incorporated certain documents by reference. The Company incorporates those documents by reference in this Prospectus as well. In addition, all documents filed by us under Sections 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934 after the date of this Prospectus and prior to the end of this offering are deemed incorporated in this Prospectus from the date of their filing.

You may obtain, without charge, copies of documents incorporated by reference in this document by requesting them in writing or by telephone from:

The McGraw-Hill Companies, Inc.
 Manager, Communications and Shareholder Relations
 Investor Relations
 1221 Avenue of the Americas
 New York, NY 10020
 1-212-512-2000

Each calendar quarter, you will receive a mailing which shows your Plan Account information.

If you are investing in The McGraw-Hill Companies Stock Fund, copies of all reports, proxy statements and other communications that are required to be delivered to shareholders will be provided to you.

Plan Description

The description of the Plan can be found in this SPD. This document and the financial data relating to investment fund performance (available in the Fund Fact Sheets on The McGraw-Hill Companies, Inc. Retirement Center website at www.resources.hewitt.com/mcgraw-hill or by calling 1-866-477-6820) are part of a prospectus covering securities that have been registered under the Securities Act of 1933. The Plan is intended to be a qualified profit sharing plan under Section 401(a) of the Internal Revenue Code, which includes a qualified cash or deferred arrangement under Section 401(k) of the Internal Revenue Code. The Trust is intended to be tax-exempt under Section 501(a) of the Internal Revenue Code.

Brokerage Transactions

Purchases of Common Stock for The McGraw-Hill Companies Stock Fund are made pursuant to an agreement with Northern Trust Securities, Inc., the broker that effects securities transactions. Northern Trust Securities, Inc. receives a commission of \$0.02/share per purchase/sale transaction.

The McGraw-Hill Companies, Inc. Employee Welfare Benefit Plan

Securities Trading Provisions that Apply to All Employees

The federal securities laws prohibit all the Company's employees from buying or selling The McGraw-Hill Companies securities on the basis of material non-public information about the Company, or from disclosing material non-public information to others who might trade on the basis of that information. In light of these legal requirements, all employees of the Company are subject to the McGraw-Hill Companies Code of Business Ethics, which includes provisions relating to personal trading in securities.

An employee must regard all non-public information about The McGraw-Hill Companies or its activities as a corporate trust. Employees may not use for any purpose or disclose to others any non-public information. For example: (a) employees and members of their families possessing non-public information about The McGraw-Hill Companies may not use such information to trade in The McGraw-Hill Companies' securities, nor divulge such non-public information to other persons to trade in The McGraw-Hill Companies' securities; (b) employees or members of their families possessing non-public information regarding studies or pending negotiations by The McGraw-Hill Companies to acquire all or part of a company shall not divulge such information to other persons and shall not trade in the securities of such a company unless and until the studies or negotiations have been permanently terminated or completed by The McGraw-Hill Companies; and (c) employees obtaining non-public information about another company or securities shall not trade in the securities of such other company until such non-public information becomes known.

Trade secrets, confidential information and proprietary information concerning products and services (both those already on the market and those being developed) are a special, valuable and unique asset of The McGraw-Hill Companies. Employees should hold all trade secrets and other confidential or proprietary information in strictest confidence and should not use such trade secrets and confidential or proprietary information in any way other than in performing their duties as employees. Such trade secrets and other confidential or proprietary information may not be misappropriated, transferred or disclosed, directly or indirectly, to any person or entity. This obligation remains in effect after an employee leaves The McGraw-Hill Companies.

Some business areas have adopted additional restrictions beyond those contained in the Code of Business Ethics as described below. Affected employees are separately notified of any applicable additional restrictions. In the event of any inconsistencies among applicable policies, the most restrictive provision will apply (unless you are expressly notified to the contrary by the General Counsel).

Securities Trading Policy

On December 7, 2005, the Board of Directors of The McGraw-Hill Companies, Inc. approved a Securities Trading Policy. The Securities Trading Policy applies to:

- all Section 16 officers;
- all executive vice presidents;
- designated finance, senior business development, merger and acquisitions, legal, human resources, corporate affairs, compliance and Investor Relations personnel;
- all other employees as designated from time to time by the General Counsel;

The McGraw-Hill Companies, Inc. Employee Welfare Benefit Plan

- all members of the Board of Directors of The McGraw-Hill Companies, Inc.; and
- each family member of any Section 16 officers who share the same address as, or is financially dependent on, such person and any other person (other than a tenant or employee) sharing the household of any of the persons listed above.

If you are subject to the Securities Trading Policy, you cannot make certain changes to your Plan sub accounts during certain "blackout" or restricted periods if the change would affect your investment in The McGraw-Hill Companies Stock Fund. Blackout or restricted periods include the following:

- the period beginning on the first day of the month of each fiscal quarter in which earnings are released and ending upon the completion of one full trading day after the public announcement of earnings for that quarter;
- the period beginning at the time of any public earnings-related announcement or public announcement of a significant corporate transaction or event and ending upon the completion of one full trading day after that announcement; and
- other periods as may be established from time to time by the General Counsel in light of particular events or developments affecting the Company.

Actions that are not permitted in your Plan Account during a blackout or restricted period include:

- you are not permitted to make an initial election to invest any of your contributions to The McGraw-Hill Companies Stock Fund;
- if all or part of your tax-deferred contributions, after-tax contributions, and/or catch-up contributions are currently being invested in The McGraw-Hill Companies Stock Fund as they are contributed to the Plan, you may not change the percentage of your Eligible Pay that you contribute to the Plan or make a rollover contribution;
- you are not permitted make any future contributions to The McGraw-Hill Companies Stock Fund;
- you are not permitted to transfer all or part of your Plan Account into or out of The McGraw-Hill Companies Stock Fund;
- if any portion of your Plan Account is invested in The McGraw-Hill Companies Stock Fund, you are not allowed to take a new loan from the Plan; and
- if any portion of your Plan Account is invested in The McGraw-Hill Companies Stock Fund, you may receive an in-service withdrawal from the Plan during a blackout or restricted period only if it has been approved in advance by the General Counsel of the Company.

Violation of any of these rules is grounds for disciplinary action by the Company, including termination of employment.

The McGraw-Hill Companies, Inc. Employee Welfare Benefit Plan

Voting of Common Stock

If you have invested in The McGraw-Hill Companies Stock Fund, you have the right to direct the Trustee as to the voting or tendering of any shares of Company stock held on your behalf in The McGraw-Hill Companies Stock Fund. The Company is responsible for the timely distribution of proxy solicitation materials or other materials in connection with any shareholder votes or tender decisions, including a form for you to complete to direct the Trustee with regard to voting or tendering.

The Trustee is responsible for tabulating and complying with the voting or tendering instructions it receives from the participants. The Trustee does not receive information regarding such instructions on an individual basis.

Any shares of stock that have been (1) allocated but not voted and (2) any shares that have not been allocated, shall be voted by the Trustee in the same proportion as shares allocated to, and voted by participants, are voted. However, shares of common stock for which no instructions as to tendering or exchanging have been received will be not tendered or exchanged.

Resale of Stock

Federal securities laws may impose certain restrictions on the resale of shares of Company Common Stock. Plan Participants who are not "affiliates" (as defined under U.S. securities laws) of the Company and who receive distributions of the Common Stock from The McGraw-Hill Companies Stock Fund may resell such securities without restriction under the exemption from registration provided by Section 4(1) of the Securities Act of 1933.

If you are determined to be an affiliate of the Company, all shares of Company Common Stock held by you, including shares acquired via The McGraw-Hill Companies Stock Fund under the Plan, will be considered "control securities" and may be sold by you only under the Securities Act or pursuant to an available exemption from registration. An "affiliate" is defined under the Securities Act as a person who directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the Company. To avoid potential infringement of the requirements under the Securities Act, executive officers of the Company should assume that they will be considered an "affiliate." If you have any questions regarding your status as an "affiliate", please contact Executive Compensation at 212-512-2909.

Unitized Stock Fund

The McGraw-Hill Companies Stock Fund is a unitized stock fund. Therefore, your interest in the fund is expressed in units, rather than in shares. Unitization is necessary because the fund is made up of Company stock and short-term investments used to meet Participant requests to sell units expeditiously upon receiving a request for a withdrawal, distribution, loan or exchange.

Federal Income Tax Consequences

As set forth above, your Plan Account is considered taxable income by the IRS when it is received by you, except for any after-tax contributions. Please see the section entitled "How Taxes Affect Your Benefit" on page 36 for more information.

The McGraw-Hill Companies, Inc. Employee Welfare Benefit Plan

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The McGraw-Hill Companies, Inc. Employee Welfare Benefit Plan

Plan Summary

This summary describes benefits, in effect as of January 1, 2008, of the 401(k) Savings and Profit Sharing Plan of The McGraw-Hill Companies, Inc. and its Subsidiaries (the "Plan"). The summary covers the major provisions of the Plan. It does not provide complete details. This is not a Summary Plan Description or an official Plan Document. In case of any discrepancy between this summary and the Plan's Summary Plan Description or the Plan Document, the Summary Plan Description or the Plan Document will control. Capitalized terms have the meaning assigned in the Summary Plan Description. You can find more information by referring to your Summary Plan Description, or by visiting the website or calling the phone number listed in the box above.

Retirement Center of
 The McGraw-Hill Companies
 1-866-477-6820
www.resources.hewitt.com/mcgrawhill

Eligibility	Not all individuals are eligible to participate in the plan. Please refer to your Summary Plan Description for an explanation of the eligibility rules, including rules regarding "continuous service" for purposes of vesting and eligibility, breaks in service, and participation if you are rehired after a termination of employment.
Enrolling	<p>When you become eligible, you may enroll by making an election in accordance with rules provided by the Plan Administrator. If you do not make an affirmative election to participate (or an election not to participate with a 0% contribution rate) you will be automatically enrolled in the Plan. If you are automatically enrolled, contributions equal to 3% of your Eligible Pay will be deducted from your Eligible Pay beginning approximately 60 days after you first become eligible to participate and will be contributed to the Plan as tax-deferred contributions.</p> <p>If you are automatically enrolled and do not wish to participate in the Plan, you must change the 3% contribution rate to 0%. Alternatively, if you wish to contribute an amount other than 3% as tax-deferred contributions or wish to make after-tax contributions, you must change the contribution rate to the amount or amounts that you want.</p> <p>Enrollment and contribution rate elections are processed weekly.</p>
Contributions to the Plan	<p>There are six types of contributions that can be made to the Plan:</p> <ul style="list-style-type: none"> ▪ Tax-deferred contributions; ▪ After-tax contributions; ▪ Catch-up 401(k) contributions; ▪ Employer matching contributions; ▪ Profit sharing contributions; ▪ Rollover contributions.
Limits on Contributions	<p>In any calendar year, the total of all contributions to your Plan Account (excluding catch-up contributions and rollover contributions), any forfeitures that may be allocated to your Plan Account, and any contributions by you or on your behalf to another plan comparable to the Plan cannot exceed the IRS limit applicable to that year. This limit is adjusted from time to time. For 2008, the annual limit is \$46,000.</p> <p>In addition, your after-tax contributions for a year are limited to 4% of your Eligible Pay if you are a "highly compensated employee" as determined by the Internal Revenue Code. It is also possible that some or all of your after-tax contributions may have to be returned if you are considered a highly compensated employee.</p>

The McGraw-Hill Companies, Inc. Employee Welfare Benefit Plan

Your Tax-Deferred and After-Tax Contributions	<p>You may choose to direct from 1% to 25% of your Eligible Pay into the Plan on a tax-deferred basis or after-tax basis, or both, subject to IRS limits on total contributions to be made to a Plan during a year. In addition, the amount of your tax-deferred contributions is subject to an annual limit imposed by the IRS which is adjusted from time to time. In 2008, the tax-deferred limit is \$15,500.</p> <p>Your contribution election must be in 1% increments. In addition, you may make after-tax contributions (but not tax-deferred contributions) in a lump sum at any time subject to Plan limits.</p> <p>You can increase, decrease, stop, and change from tax-deferred contributions to after-tax contributions or from after-tax contributions to tax-deferred contributions or resume contributions by visiting Your Benefit Resources™ online at www.resources.hewitt.com/mcgraw-hill or by calling 1-866-477-6820. Contribution changes are made on a weekly basis.</p> <p>For more information regarding plan limits, excess deferrals, and the difference between tax-deferred and after-tax contributions, please refer to your Summary Plan Description.</p>
Catch-Up Contributions	<p>For each calendar year beginning with the year you reach age 50, if you elect to contribute the maximum annual amount of tax-deferred contributions allowed by the Plan (25% of your Eligible Pay or the tax-deferred limit, whichever is lower), you may make additional contributions to the Plan.</p> <p>If you are eligible in 2008, you may contribute up to an additional \$5,000 to the Plan. This catch-up contribution limit may increase in future years as it is indexed by the IRS for inflation. You will not receive an employer matching contribution on your catch-up contributions to the Plan.</p> <p>Catch-up contributions are made on a pre-tax basis for federal and most states' income tax purposes; currently some states will not defer taxes on catch-up contributions.</p> <p>If, at the end of the year, you have not contributed the maximum tax-deferred contribution available to you under the Plan (for 2008, reached 25% of your Eligible Pay or \$15,500, whichever is lower), all or a portion of your catch-up contribution will be "re-characterized" as regular tax-deferred contributions. The remaining amount will be considered your catch-up contributions for the year.</p> <p>Your catch-up contribution is expressed as a dollar amount per pay period, rather than as a percentage of pay. To elect catch-up contributions, calculate the dollar amount you want deducted from each paycheck to reach your annual catch-up contribution goal amount.</p>
Company Matching Contributions	<p>The Company will contribute an amount equal to 100% of the first 3% of Eligible Pay you contribute each pay period as tax-deferred contributions and 50% of the next 3% of your Eligible Pay that you contribute as tax-deferred contributions each pay period.</p> <p>At the end of the calendar year, the Company will make an additional matching contribution, only if necessary to ensure that your matching contributions for the calendar year equal 100% of the first 3% of Eligible Pay contributed as tax-deferred contributions for the calendar year, and 50% of the next 3% of your Eligible Pay contributed as tax-deferred contributions for the calendar year.</p>
Profit Sharing Contributions	<p>The Company may contribute to your retirement income through discretionary profit sharing contributions. Each year at year-end (generally in the first quarter following the end of each year), profits permitting, the Company may make a profit sharing contribution to the Plan. The amount contributed is determined by the Board of Directors or other authorized person and is divided among all participants in the Plan. You may receive as much as:</p> <ul style="list-style-type: none"> ▪ 2.5% of your Eligible Pay up to the Social Security Taxable Wage Base (\$102,000 for 2008) and ▪ 5% of your Eligible Pay above the Social Security Taxable Wage Base up to the IRS annual compensation limit (\$230,000 for 2008). <p>The Company's contributions – including the associated gains and losses – accumulate tax-free until they are paid to you.</p>

The McGraw-Hill Companies, Inc. Employee Welfare Benefit Plan

Rollover Contributions	<p>Subject to the Plan Administrator's discretion, you may roll over into the Plan certain distributions that you receive from another tax-qualified Plan of a previous employer, including pre- and post-tax distributions and distributions from some 403(b) plans and some 457(b) plans.</p> <p>You may roll over directly from the other tax-qualified plan or from a "conduit" IRA. Any rollover from a "conduit" IRA must contain only money that came from another employer's qualified plan. Generally, the rollover must be in cash but in some cases a loan from the prior employer's plan may be permitted to be rolled over into the Plan. If you wish to roll over your loan from the prior employer's plan other than cash, please contact the Plan Administrator.</p>										
Vesting	<p>You are immediately 100% vested in your tax-deferred, after-tax, rollover, and employer matching contributions.</p> <p>You will be 100% vested in amounts attributable to profit sharing contributions for Plan years beginning prior to January 1, 2007 after you have completed five years of Continuous Service .</p> <p>With respect to amounts attributable to profit sharing contributions made for the Plan years beginning on or after January 1, 2007, your profit sharing account will vest in accordance with the following schedule:</p> <table border="1" data-bbox="492 776 1405 946"> <tr> <td>Less than 2 years of continuous service:</td><td>0%</td></tr> <tr> <td>2 but less than 3 years of continuous service:</td><td>20%</td></tr> <tr> <td>3 but less than 4 years of continuous service:</td><td>40%</td></tr> <tr> <td>4 but less than 5 years of continuous service:</td><td>60%</td></tr> <tr> <td>5 or more years of continuous service:</td><td>100%</td></tr> </table> <p>If you terminate employment with the Company and its Affiliates and are rehired, your years of continuous service for vesting in profit sharing contributions will include credit for your prior service regardless of how long you were away from the Company.</p> <p>The unvested portion of your Plan Account that you forfeited at the time of your termination will be restored, whether or not you received a distribution of your vested account, if you meet one of the following requirements:</p> <ul style="list-style-type: none"> ▪ You are rehired without a break in service; or ▪ You are rehired with a break in service, but the period of the break in service is less than five years. ▪ You do not continue to vest during a break in service. When the unvested portion of your Plan Account that you forfeited at the time of your termination (if any) is restored, you will be 0% vested in the unvested portion of your Plan Account. Your years of Continuous Service for vesting in the unvested portion after your rehire will include credit for your prior service. <p>Please note that you will become 100% vested in your entire Plan Account if you attain age 65 while an employee of the Company and its Affiliates or if you die while an employee of the Company and its Affiliates.</p>	Less than 2 years of continuous service:	0%	2 but less than 3 years of continuous service:	20%	3 but less than 4 years of continuous service:	40%	4 but less than 5 years of continuous service:	60%	5 or more years of continuous service:	100%
Less than 2 years of continuous service:	0%										
2 but less than 3 years of continuous service:	20%										
3 but less than 4 years of continuous service:	40%										
4 but less than 5 years of continuous service:	60%										
5 or more years of continuous service:	100%										

The McGraw-Hill Companies, Inc. Employee Welfare Benefit Plan

<p>Investing Your Savings</p>	<p>Under the Plan, you and your beneficiaries exercise control over the assets held in your individual Plan Account by directing the investment of your Plan Account among a variety of investment options. As a result, the Plan Administrator, Plan Investment Committee and any other persons who would otherwise be a fiduciary will not be considered to be a fiduciary with respect to such transactions and will not be liable for any loss, expense, or damage which directly or indirectly results from such exercise of control.</p> <p>Investment Options. There are currently 13 investment options available through the Plan which may change from time to time. These investment options offer a wide range of investment choices that vary in their potential growth rate and risk.</p> <p>Directing Your Investments. You may choose to invest your contributions and employer matching and profit sharing contributions in any combination of the available investment funds (your election must be in 1% increments and must total 100%).</p> <p>Information About Investment Options. The Plan's investment options are selected by the Pension Investment Committee or are set forth in the Plan. You can find detailed information about the Plan investment options in the Fund Fact Sheets which are available at Your Benefit Resources™ at www.resources.hewitt.com/mcgraw-hill or by contacting The McGraw-Hill Companies Retirement Center toll-free at 1-866-477-6820.</p> <p>Future Contributions. You can change the investment direction of future contributions to your Plan Account by visiting Your Benefits Resources™ or by calling 1-866-477-6820. You can make changes whenever it is convenient for you - 24 hours a day, 7 days a week. No fee applies. Changes to future contributions generally take effect one to two pay periods following the date that the change is processed by the Plan Trustee.</p> <p>Reallocating. You can reallocate your Plan Account balance up to eight times per calendar year without incurring an administrative cost. If you make more than eight changes during the year, your Plan Account is charged \$10 for each additional change that you request. Subject to limits imposed by the Plan Administrator, you can reallocate your Plan Account balance as often as once every seven days. Investment changes take effect on the next trading day, provided you make the change by 4:00 p.m. Eastern Time on the prior day.</p> <p>Default Fund. If you do not make a decision on how the contributions to your Plan Account will be invested, all of your assets will be allocated to the Retirement Asset Fund III. The Retirement Asset Fund III is described in a Fund Fact Sheet which is available at Your Benefits Resources™ or by calling 1-866-477-6820.</p> <p>More Information. Please refer to your Summary Plan Description for more information regarding limitations on investments, investment options, valuation of your Plan Account, fees, and The McGraw-Hill Companies Stock Fund, including blackout periods that may apply to trading in such fund.</p>
<p>Distributions While You Are Still Working</p>	<p>Although the Plan is intended to provide income for retirement, you may, under special circumstances or in the event of an emergency, need your money while you are still working. In granting special tax advantages to programs like the Plan, the government limits how you may withdraw funds.</p> <p>You may have six options for withdrawing the vested balance in your Plan Account while you are an employee of the Company or an Affiliate. If you meet the requirements described below for the type of withdrawal you are seeking, the options are:</p> <ul style="list-style-type: none"> ▪ hardship loans; ▪ withdrawal from your after-tax and rollover accounts; ▪ withdrawals after attainment of age 59½; ▪ withdrawals upon disability; or ▪ reservist withdrawal. <p>Please refer to your SPD for rules and restrictions applicable to these withdrawals.</p>

The McGraw-Hill Companies, Inc. Employee Welfare Benefit Plan

Distribution Upon Termination of Employment	Upon termination of employment from the Company and its Affiliates, you are entitled to distribution of your vested Plan Account. Your distribution options depend on your Plan Account balance (including rollovers) on the date of your termination of employment from the Company and its Affiliates, as shown in the chart below:	
	Account Balance	Payment Options
	<i>More than \$5,000</i>	<ul style="list-style-type: none"> Take your entire Plan Account balance in a single lump sum payment; Take your entire Plan Account balance in a single lump sum payment as a direct rollover to an IRA, 403(b) plan, governmental 457 plan, or to the qualified plan of another employer that accepts rollovers; Take your entire Plan Account balance paid in part to you directly and in part as a direct rollover; For amounts attributable to the Kenny Plan or another money purchase plan, have such amounts paid to an insurance company to purchase an annuity. You will receive more information upon your termination of employment if this is applicable to you; Defer your receipt of your Plan Account.
	<i>More than \$1,000 but not more than \$5,000</i>	<ul style="list-style-type: none"> Take your entire Plan Account balance in a single lump sum payment; Take your entire Plan Account balance in a single lump sum payment as a direct rollover to an IRA, 403(b) plan, governmental 457 plan, or to the qualified plan of another employer that accepts rollovers; Take your entire Plan Account balance paid in part to you directly and in part as a direct rollover; Defer your receipt of your Plan Account.
	<i>\$1,000 or less</i>	You must request a distribution online or by contacting the McGraw-Hill Companies Retirement Center toll-free at 1-866-477-6820 within 90 calendar days. If no request is made, your Plan Account will automatically be distributed to you by check.
Distribution Upon Your Death	If you die before receiving payment of your entire Plan Account or commencing benefits under the Plan, your Plan Account will be paid to your Spouse or designated beneficiary in a lump sum as soon as practicable (usually within 90 days) after your death. If you formerly participated in the Kenny Plan, please refer to your Summary Plan Description for more information.	
Deferring Your Distribution	If your Plan Account balance is more than \$1,000 and you affirmatively elect to defer distribution of your Plan Account, no action is needed on your part. Your Plan Account will remain invested in the investment options of your choice. You may continue to reallocate your Plan Account among the investment options in the Plan. You must, however, receive a lump sum distribution of your entire Plan Account by the April 1 st following the year you reach age 70½ (or, if later, following the year in which your employment with the company and its Affiliates terminates). Please note that if you are not an employee and you do not request a distribution, your Plan Account will be paid to you automatically in a lump sum no later than March 30 following the year in which you attain age 70½.	
Leaves of Absence	Special rules may apply if you take a leave of absence from the Company. Please refer to your Summary Plan Description for an explanation of those rules.	
If Your Job Status Changes or You Transfer	Special rules may apply if you transfer to an Affiliate that has not adopted the Plan or if your job status changes to or from a position that qualifies you as an eligible employee under the Plan. Please refer to your Summary Plan Description for a summary of those rules.	

The McGraw-Hill Companies, Inc. Employee Welfare Benefit Plan

If You Formerly Participated In Another Plan	If you formerly participated in a plan that has been merged into the Plan, you and your beneficiary may have rights that apply to the portion of your Plan Account attributable to that prior plan. Some of these rights are described in the Summary Plan Description for the Plan (for example, J.J. Kenney Co., Inc., Grow Network/McGraw-Hill, Capital IQ, Inc., Vista Research, and J.D. Powers & Associates). Refer to your Summary Plan Description or contact The McGraw-Hill Companies Retirement Center at 1-866-477-6820 for additional information regarding these prior plans.
Your Beneficiary	<p>You need to name a beneficiary, or beneficiaries, to receive your Plan Account if you die before the balance in your Plan Account is paid to you.</p> <p>You may name anyone as your beneficiary. However, if you are married, your spouse is automatically your beneficiary. To name someone other than your Spouse, you must obtain your Spouse's written, notarized consent. If you name a non-Spouse beneficiary and are later married, your new Spouse automatically becomes your beneficiary unless you have your Spouse's notarized consent to name someone else.</p> <p>To designate a beneficiary, contact The McGraw-Hill Companies Retirement Center toll-free at 1-866-477-6820 or online at www.resources.hewitt.com/mcgraw-hill. Your designation must be on file with The McGraw-Hill Companies Retirement Center on the date of your death for the designation to be effective.</p> <p>For more information about beneficiary designations, changing them, and how your Plan Account is paid if you die without having named a beneficiary, please refer to your Summary Plan Description.</p>
More Information	<p>The summary covers the major provisions of the Plan. It does not provide complete details. This is not a Summary Plan Description or an official Plan document. Capitalized terms have the meaning assigned in the Summary Plan Description. You can find more information regarding the Plan, including, but not limited to:</p> <ul style="list-style-type: none"> ▪ How taxes affect your benefit; ▪ Restrictions on payments; ▪ How to apply for benefits; ▪ Claim and appeal procedures; ▪ Administrative information; ▪ Plan expenses; ▪ Your ERISA rights; ▪ The Plan prospectus; ▪ Restrictions on resale of Company stock, securities trading provisions and the Securities Trading Policy regarding trading in shares of Company stock; ▪ Voting of Company stock; and ▪ An explanation of the way Company stock is held in the Plan in a unitized stock fund; or ▪ By referring to your Summary Plan Description, by visiting Your Benefit Resources™ online at www.resources.hewitt.com/mcgraw-hill, or by calling 1-866-477-6820.

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Supplemental Plan Summary

This summary describes benefits, in effect as of January 1, 2008, of The McGraw-Hill Companies, Inc. 401(k) Savings and Profit Sharing Plan Supplement¹ (referred to in this summary as the "Plan"). The summary covers the major provisions of the Plan. It does not provide complete details. This is not an official Plan document. In case of any discrepancy between this summary and the Plan document, the Plan Document will control. You can find more information by visiting the website or calling the phone number listed in the box above.

Retirement Center of
 The McGraw-Hill Companies
 1-866-477-6820
www.resources.hewitt.com/mcgrawhill

The Internal Revenue Service imposes a limit on the amount of compensation that can be considered for benefits under the qualified retirement plans. The purpose of the Supplemental Plan is to provide benefits that would have otherwise been made under the qualified retirement plans had the earnings limitation not been in effect.

Short term incentive payments that are deferred are not eligible for contributions to the qualified plans. Amounts that otherwise would have been contributed to the qualified plans had these payments not been deferred will instead be credited to the Supplemental Plan.

Eligibility	You are eligible to participate in the Plan if you earn in excess of the limitation on Earnings under Section 401(a)(17) of the Internal Revenue Code of 1986 or you deferred any Short Term Incentive Compensation. The limitation on Earnings for 2008 is \$230,000.
Participation	As of the plan's valuation date (December 31), a determination is made whether your eligible compensation for the prior year has exceeded the limit. If your prior year's compensation exceeds the limit or if you have deferred any amount of your prior year's short-term incentive payment, you will receive a credit to the Supplemental Plan.
Contributions to the Plan	There are two types of contributions that can be made to the Plan: <ul style="list-style-type: none"> Credits to the Matching Contribution Account Credits to the Profit Sharing Account
Credits to the Matching Contribution Account	Credits are allocated to your Supplemental Account balance in the first quarter of the following year. Credits are allocated as follows: <ul style="list-style-type: none"> 4.5% of your earnings in excess of the limitation on earnings under Section 401(a)(17) if your tax-deferred contributions equal the limit on elective deferrals under Section 402(g). The 402(g) limit for 2008 is \$15,500, and 4.5% of any short-term incentive compensation under the Company's Key Executive Plan.

¹ Effective January 1, 2004, the Broadcasting EIP Supplement was merged into the McGraw-Hill SIP Supplement and the Broadcasting ERIP Supplement was merged into the McGraw-Hill ERAP Supplement, and, effective January 1, 2008, the McGraw-Hill SIP Supplement, the McGraw-Hill ERAP Supplement, the S&P SIP Supplement and the S&P ERAP Supplement were merged into the Plan. Benefits due to participants in the Broadcasting EIP Supplement, Broadcasting ERIP Supplement, McGraw-Hill SIP Supplement, McGraw-Hill ERAP Supplement, S&P SIP Supplement and S&P ERAP Supplement will be paid from the Plan.

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Credits to the Profit Sharing Account	<p>Credits are allocated to your Supplemental Account balance in the first quarter of the following year. Credits are allocated as follows:</p> <ul style="list-style-type: none"> 4.5% of your earnings in excess of the limitation on earnings under Section 401(a)(17) and 4.5% of any deferred short-term incentive compensation under the Company's Key Executive Plan 										
Credits to the Matching Contribution Account and Profit Sharing Account in the Year in and the Year after You Terminate	<p>No credit will be made to your accounts for the year which your termination occurs unless:</p> <ul style="list-style-type: none"> you are eligible for normal or early retirement under the Employee Retirement Plan (need formal name?) you have salary continuation installments under a severance plan in that year 										
Vesting	<p>You are immediately 100% vested in your supplemental matching contributions. You will be 100% vested in amounts attributable to supplemental profit-sharing contributions for Plan years beginning prior to January 1, 2007 after you have completed five years of Continuous Service .</p> <p>With respect to amounts attributable to profit sharing contributions made for the Plan years beginning on or after January 1, 2007, your profit sharing account will vest in accordance with the following schedule:</p> <table> <tr> <td>Less than 2 years of continuous service:</td><td>0%</td></tr> <tr> <td>2 but less than 3 years of continuous service:</td><td>20%</td></tr> <tr> <td>3 but less than 4 years of continuous service:</td><td>40%</td></tr> <tr> <td>4 but less than 5 years of continuous service:</td><td>60%</td></tr> <tr> <td>5 or more years of continuous service:</td><td>100%</td></tr> </table> <p>If you terminate employment with the Company and its Affiliates and are rehired, your years of continuous service for vesting in profit sharing contributions will include credit for your prior service regardless of how long you were away from the Company.</p> <p>The unvested portion of your Plan Account that you forfeited at the time of your termination will be restored, whether or not you received a distribution of your vested account, if you meet one of the following requirements:</p> <ul style="list-style-type: none"> You are rehired without a break in service; or You are rehired with a break in service, but the period of the break in service is less than five years. You do not continue to vest during a break in service. When the unvested portion of your Plan Account that you forfeited at the time of your termination (if any) is restored, you will be 0% vested in the unvested portion of your Plan Account. Your years of Continuous Service for vesting in the unvested portion after your rehire will include credit for your prior service. <p>Please note that you will become 100% vested in your entire Plan Account if you attain age 65 while an employee of the Company and its Affiliates or if you die while an employee of the Company and its Affiliates.</p>	Less than 2 years of continuous service:	0%	2 but less than 3 years of continuous service:	20%	3 but less than 4 years of continuous service:	40%	4 but less than 5 years of continuous service:	60%	5 or more years of continuous service:	100%
Less than 2 years of continuous service:	0%										
2 but less than 3 years of continuous service:	20%										
3 but less than 4 years of continuous service:	40%										
4 but less than 5 years of continuous service:	60%										
5 or more years of continuous service:	100%										
Investing Your Savings	<p>Under the Plan, you will receive an annual investment credit as of the valuation date, which is the year to date return for the Stable Assets Fund (an investment option for The 401(k) Savings and Profit Sharing Plan of The McGraw-Hill Companies, Inc. and its Subsidiaries).</p>										

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Distributions	<p>Your balance in the Supplemental Plan will be distributed to you in a lump sum in July of the year following the year in which you terminated service. You will receive interest on the distribution for the period January 1 through the Date of Distribution.</p> <p>If you receive severance from the Management Severance Plan, the Executive Severance Plan, or the Senior Executive Plan you may receive an additional distribution in July of the year following the expiration of your severance representing supplemental credits based on your severance payments.</p>
Your Beneficiary	<p>Your beneficiary, or beneficiaries, will receive your Plan Account if you die before the balance in your Plan Account is paid to you. Your beneficiary, or beneficiaries, are the same as those you named for The 401(k) Savings and Profit Sharing Plan of The McGraw-Hill Companies, Inc. and Its Subsidiaries.</p> <p>You may name anyone as your beneficiary. However, if you are married, your spouse is automatically your beneficiary. To name someone other than your spouse, you must obtain your spouse's notarized consent. If you name a non-spouse beneficiary and are later married, your new spouse automatically becomes your beneficiary unless you have your spouse's notarized consent to name someone else.</p> <p>To designate a beneficiary, contact The McGraw-Hill Companies Retirement Center toll-free at 1-866-477-6820 or online at www.resources.hewitt.com/mcgraw-hill. Your designation must be on file with The McGraw-Hill Companies Retirement Center on the date of your death for the designation to be effective.</p> <p>For more information about beneficiary designations, changing them, and how your Plan Account is paid if you die without having named a beneficiary, please refer to your Summary Plan Description for The 401(k) Savings and Profit Sharing Plan of The McGraw-Hill Companies, Inc. and Its Subsidiaries.</p>
More Information	<p>The summary covers the major provisions of the Plans. It does not provide complete details. This is not an official Plan document. You can find more information regarding the Plan, by visiting Your Benefit Resources™ online at www.resources.hewitt.com/mcgraw-hill, or by calling 1-866-477-6820.</p>